

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

ADAM HEASTER, individually and on)
behalf of all others similarly situated,)
)
Plaintiff,)
)
v.) Action No. 2:19-CV-1463
)
EQT CORPORATION,)
)
Defendant)
)

**STIPULATION TO DISMISS WITH PREJUDICE
PURSUANT TO RULE 41 OF THE FEDERAL RULES OF CIVIL PROCEDURE**

PLEASE TAKE NOTICE that Defendant EQT Corporation (“EQT” or “Defendant”) and Plaintiff Adam Heaster (“Heaster”) hereby stipulate to the dismissal with prejudice of the above-captioned action pursuant to Rule 41(a)(1)(A)(ii). In support of this stipulation, EQT and Heaster (collectively the “Parties”) represent:

1. The Parties have a *bona fide* dispute regarding the merits of Heaster’s claim in the action that he was not paid for all hours worked during his employment, in violation of the Fair Labor Standards Act (“FLSA”).

2. The Parties desire to fully and finally resolve their dispute without the expense of further litigation.

3. The Parties have entered into a Settlement Agreement and Release that: (a) is fair to the Parties; (b) reasonably resolves a *bona fide* dispute between the Parties with regard to the merits of Heaster’s claim that he was not paid for all hours worked during his employment/service relationship, in violation of the FLSA; and (c) demonstrates a good faith intention by the Parties that Heaster’s claims be fully and finally resolved as they relate to both Defendant and Percheron Professional Services, LLC, and not re-litigated in whole or in part in the future.

4. Accordingly, the Parties stipulate that the action be dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

5. Counsel for EQT consents to the filing of this stipulation by counsel for Heaster.

6. Each party shall bear its own costs.

Date: 7/15/2021

SO ORDERED:
s/ David S. Cercone
Sr. U.S. District Judge